

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 3162 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE M.R.CALLA

- =====
1. Whether Reporters of Local Papers may be allowed to see the judgements?
 2. To be referred to the Reporter or not?
 3. Whether Their Lordships wish to see the fair copy of the judgement?
 4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
 5. Whether it is to be circulated to the Civil Judge?
1 to 5 No
-

ASHIMA SYNTEX

Versus

YB SOLANKI

Appearance:

Mr. Thakkar for M/S TRIVEDI & GUPTA for Petitioner
MR GM JOSHI for Respondent No. 1

CORAM : MR.JUSTICE M.R.CALLA

Date of decision: 05/05/97

ORAL JUDGEMENT

Rule. Mr. Joshi waives service of the Rule on behalf of respondent.

The parties have produced the consent terms and it has been submitted that a sum of Rs.30,000/- is to be paid by Ashima Syntex Ltd. to the respondent Y.B.Solanki - in lieu of full and final settlement of all the claims, rights and disputes regarding wages or any other consequential benefits raised by the respondent whether arising out of the Award dated 10.12.95 passed by the Labour Court, Kalol in Reference (LCK) No.281 of 1988 or otherwise. The consent terms dated 5.5.97 duly signed by Y.B.Solanki-respondent and his counsel G.M. Joshi, by B.H. Jani-General Manager (Legal) and his counsel Mr. Vyas are reproduced as under and this document containing the consent terms shall remain on record as part of this

order.

"1. Ashima Syntex Ltd. (hereinafter referred to as the 'petitioner Company') agrees to pay an amount of Rs.30,000/- to the respondent herein by way of a full and final settlement of all the claims, rights and disputes regarding wages or any other consequential benefits raised by the respondent, whether arising out of the Award dated 10.12.1995 passed by the Labour Court, Kalol in Reference (LCK) No.281 of 1988 or otherwise.

2. The respondent herein agrees and undertakes to accept an amount of Rs.30,000/- by way of full and final settlement of all claims and disputes, including the claim regarding the wages of any other consequential benefits either with regard to the service rendered by the respondent in the petitioner company or otherwise, whether arising out of the Award passed by the Labour Court, Kalol dated 10.12.1995 or otherwise.

3. The respondent further agrees and undertakes that no other claim or dispute, including the aforesaid benefits against the petitioner company whether arising out of Award passed by the Labour Court, Kalol or otherwise, would survive in light of the present settlement and if there is any, then the same is deemed and treated as foregone and waived.

4. The respondent agrees and undertakes to accept the amount of Rs.30,000/- by way of full and final settlement of all his claims, dues, rights etc. including reinstatement in service, back wages, bonus, gratuity, other allowances, leave or any other consequential benefits, whether arising out of the Award passed by the Labour Court, Kalol or otherwise.

5. It is agreed upon by and between the parties and accepted and undertaken by the respondent that the present settlement is a full and final settlement of all the claims or disputes of the respondent against the petitioner company and the respondent agrees and undertakes to withdraw all other proceedings which might have been initiated by him or on his behalf or at his instance against the petitioner company or otherwise before any court or any other authority."

On the request of both the sides, the matter has been decided on the basis of these consent terms. This Special Civil Application is allowed and the impugned Award dated 10.11.95 is modified accordingly. The rights, duties and obligations of the parties shall,

therefore, be governed by these consent terms instead of the impugned award and the impugned award shall stand modified accordingly. It is also stated that the amount settled and agreed between the parties has already been paid by the petitioner to the respondent and that is the end of the whole controversy. Rule is made absolute accordingly with no order as to costs.

-0-